(1)

Supreme Court, U.S.
FILED

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OFFICE OF THE CLERK

No.

IN THE SUPREME COURT OF THE UNITED STATES

John Jay,

Petitioner,

vs.

AT & T Corp.
and Lucent Technologies, Inc.,

Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Eighth Circuit

Petition for Writ of Certiorari

Margaret E. Haessler*
Steven S. Hoth*
Hoth, Ellerhoff and Haessler
200 Jefferson
P.O. Box 982
Burlington, Iowa 52601
(319) 754-5000

*Counsel of Record

2300+F/D

Questions for Review

I. Whether the Petitioner's constitutional right to contract was impaired when the oral contract he had entered into and which was witnessed was overlooked and the Labor and Management Relations Act was applied to the employment agreement he entered into with AT & T Corp. during a time when the collective bargaining agreement was expired and whether this impariment of his right to contract was a taking of his property with out due process of the law?

II. Whether the United States Court of Appeals for the Eighth Circuit and the United States District Court for the Southern District of Iowa erred in determining the statute of limitations under the Labor Management Relations Act rather than under the Iowa statute of limitations on oral contracts where wages are concerned in a case involving the hiring of the Petitioner at a point in time when the Collective Bargaining Agreement between AT & T Corp. and the Communications Workers of America was expired and the new contract had not yet been agreed upon?

III. Whether the Courts below erred in their findings of fact that July 15, 1996, was the date when the statute of limitations began to run if the case was properly to be determined under the Labor and Mangment Relations Act?

The Opinions below are unpublished.

STATEMENT OF BASIS FOR JURISDICTION

Date of Order sought to be reviewed by the United States District Court for the Southern District of Iowa is June 1, 1998.

Date of the Order Affirming the United States District Court for the Southern District of Iowa Issued by the United States Court of Appeals for the Eighth Circuit is July 16, 1999.

Date of the Order denying Rehearing en banc and Rehearing by the panel is August 31, 1999.

Jurisdiction to review this case is found in the United States Constitution at Article III, Section 2.

CONSTITUTIONAL PROVISIONS AND STATUTES INVOLVED

Article I., Section 10 of the Constitution of the United States.

Fifth Amendment of the Constitution of the United States.

Section 301 (a) of the Labor Management Relations Act, 29 U.S.C. 185(a).

STATEMENT OF THE CASE

John Jay was hired by AT & T Corp. at a time when the Collective Bargaining Agreement between AT & T Corp. and the Communications Workers of America was expired.

The employee of AT & T Corp. who hired John Jay, Greg Augspurger, told him that he would receive a wage adjustment of two or three years because of his experience in the military and in the civilian work force. Mr. Jay had considerable experience in both areas. Mr. Augspurger referred to the provisions of the previous, at that time expired Collective Bargaining Agreement to add substance to his offer. Mr. Jay accepted this offer. He agreed to come to work at AT & T Corp. in reliance upon the offer of a two or three year wage adjustment.

This offer and acceptance constitute an oral contract.

This offer and acceptance were witnessed by Judith Lefler whose deposition testimony was available to the courts below.

This offer and acceptance were the only basis of John Jay's employment with AT & T Corp. for approximately two months, until the Collective Bargaining Agreement was ratified.

The oral contract is all that was in place when John Jay was hired. The oral contract was the basis of the suit filed in The Iowa District Court in and for Des Moines County, June 18, 1997.

The oral contract has been breached each and every time Mr. Jay has been paid by AT & T Corp. and Lucent Technologies. He has never received a wage adjustment of any kind and has continued to work for these respective companies at the rate of pay that would have been paid to a new hire with little or no experience.

The Labor and Management and Relations Act should not be controlling in this instance because there was nothing but the oral contract available for Mr. Jay to rely upon at the time he was hired. The Collective Bargaining Agreement did not exist at that time.

The lower courts found that July 15, 1996, was the date that the statute of limitations began to run on the suit as they interpreted it as a labor relations case. These courts found that the third stage of Mr. Jay's grievance was denied on that date. While the Petitioner disagrees that this is the statute of limitations that should apply, if the Court applies this statute this finding of fact is contradicted by writings indicating that the second step of the grievance was appealed July 18, 1996, and that there was a mutual agreement to bypass the second step July 30, 1996. These statements are both signed by E. D. Porter the local union President at the time. Mr. Jay never saw a written denial of the third step of the grievance until depositions for the case before the court, the suit on the breach of the oral contract under which Mr. Jay was hired.

The basis for Federal Jurisdiction was found by the United States District Court for the Southern District of Iowa to be preemption under the doctrine of complete preemption. The court cited Avco Corp. v. Aero Lodge No. 735, 390 U.S. 557, 560 (1968), in reaching this decision, December 29, 1997. Removal to Federal Court was based on the Defendants' belief that there was federal question jurisdiction, which was based upon their belief that Mr. Jay's claim arose under Section 301(a) of the Labor and Management Relations Act, 29 U.S.C. 185(a) rather than the oral contract.

ARGUMENT
REASONS TO GRANT WRIT

1. John Jay has had his right to contract impaired by the application by the lower courts of the Labor and Management Relations Act to a claim for the breach of an oral contract that was the only contract that he had to rely upon at the time he was hired by AT & T The oral contract was all that he had to rely upon because the collective bargaining agreement between AT & T Corp. and the Communications Workers of America was expired at the time he was hired.

2. All who are similarly situated to John Jay in the future will have their rights to contract impaired if oral contracts with hiring agents cannot be relied upon at times when nothing else exists, that is, at times when the collective bargaining agreements between the corporations hiring them and the unions they will later join or by whose agreements they will be bound have expired.

3. The statute of limitations should be based on the Iowa statute of limitations for an oral contract pertaining to wages not on Section 301(a) of the Labor and Management Relations Act, 29 U.S.C. 185(a), because the oral contract is all that existed at the time John Jay was hired.

IT IS REQUESTED that writ issue to the United States District Court of the Southern District of Iowa and the United States Court of Appeals for the Eighth Circuit for the reasons set forth; it is further requested that to apply the Labor and Management Relations Act to an oral contract that was offered and accepted at a time that the collective bargaining agreement is expired violates the impairment of contracts clause of Article I Section 10 of the Constitution of the United States, causing a taking of property without due process in violation of the Fifth Amendment to the Constitution of the United States.

Respectfully Submitted,

Steven S. Hoth

Margaret E. Haessler

Margaret E. Haessler
(Admission Applied for)

HOTH, ELLERHOFF AND HAESSLER
LAW OFFICES
200 Jefferson
P.O. Box 982
Burlington, Iowa 52601
(319)754-5000

Appendix

Article I. Section 10 of the Constitution of the United States of America:

"No state shall...pass any...Law impairing the Obligation of Contracts..."

Fifth Amendment to the Constitution of the United States of America:

"...nor shall any person...be deprived of life, liberty or property without due process of the law..."

Section 301(a) of the Labor and Management Relations Act, 29 U.S.C. 185(a):

"Suits for violations of contracts between an employer and labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties."

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

JOHN JAY	)	
	)	NO. 3-97-CV-80145
Plaintiff,	)	
	)	
vs.	)	ORDER GRANTING
	)	SUMMARY JUDGMENT
AT & T CORP. and	)	IN FAVOR OF
DEFENDANTS		
LUCENT TECHNOLOGIES, INC.	)	
	)	
Defendants.	)	

Dated, signed and filed on June 1, 1998
Charles R. Wolle
Judge of the United States District Court

On May 21, 1998, the cout held a hearing in Davenport, Iowa on the cross-motions for summary judgment pending in this removed case. The court reserved ruling on the motions and granted the parties until May 28, 1998, to file supplemental papers supporting their positions. The matters are now deemed submitted for ruling.

Summary Judgment Standard. The court may not grant a motion for summary judgment unless there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56; see generally Celotex Corp. v. Catrett, 477 U.S 317 (1986).

Undisputed facts. Plaintiff John Jay began work as an employee of defendant AT & T Corp. (AT & T) on June 19, 1995. He was hired as a Customer Systems Engineer and has remained employed in this position through the present time. Defendant Lucent Technologies Inc. (Lucent) is now an independent entity but was a subsidiary of AT &T in 1995. Plaintiff is a current employee of Lucent and a former employee of AT & T. He is a member of Communications Workers of America, Local No. 7101 (Union). Lucent has agreed to be bound by the collective bargaining agreement

between AT & T and the Union (the collective bargaining agreement).

Plaintiff discussed wage adjustment with AT & T Service Manager Greg Augspurger on June 16, 1995. Plaintiff contends Augspurger indicated he could get a wage adjustment for plaintiff.

On December 19, 1995, plaintiff filed a grievance when he failed to receive the wage adjustment he requested. He based the claim on the collective bargaining agreement. AT & T denied the grievance at the first step on March 1, 1996. The parties agreed to bypass the grievance procedure at the second step. AT & T denied the grievance at the third step on July 15, 1996.

On June 18, 1997, plaintiff filed a petition in the Iowa District Court for Des Moines County based on his wage adjustment claim. He alleged a breach of contract and a violation of the Iowa Wage Payment and Collection Act. Plaintiff made no mention of the collective bargaining agreement in the removed petition. He did, however, seek to enforce the terms of a labor agreement after having grieved defendant's failure to provide him with a wage adjustment under the collective bargaining agreement.

Legal Analysis. Defendants contend plaintiff's state claims are preempted under the doctrine of complete preemption and that under section 301 of the Labor Management Relations Act (LMRA), 29 U.S.C. section 185(a), plaintiff's claims are time barred.

Plaintiff's claims do arise under the LMRA; a six-month statute of limitations applies. See DelCostello v. International Brotherhood of Teamsters, 462 U.S. 151, 169-72 (1983). An employee's cause of action accrues when "the grievance procedure [is] exhausted or otherwise [breaks] down to the employee's disadvantage." Cook v. Columbian Chemicals Co., 997 F. 2d 1239, 1241 (8th Cir. 1993). No actual notice of Union's inaction is needed to trigger the limitation period. Nevertheless, Plaintiff testified that on July 15, 1996, he asked Union president Gene Porter what was the next step in the grievance-arbitration procedure and Porter informed him that "it was over."

The collective bargaining agreement required the Union to request arbitration within 60 days of the company's written decision denying the grievance at the third and final step. The company's decision was issued on July 15, 1996. The Union did not request arbitration on or before September 13, 1996, the last day that arbitration could have been timely requested. Plaintiff did not file suit within six months of that date; his suit is barred by the statute of limitations. Defendants are entitled to judgment as a matter of law.

Plaintiff's resisted motion for summary judgment is denied. Plaintiff's

motion for costs is denied. Defendant's resisted motion for summary judgment is granted. The clerk of court shall enter judgment in favor of the defendants and against the plaintiff, at plaintiff's costs.

IT IS SO ORDERED.

Dated this 1st day of June, 1998.

/s Charles R. Wolle
Charles R. Wolle, Judge
United States District Court

-- o --

United States Court of Appeals
FOR THE EIGHTH CIRCUIT

NO. 98-2799

John Jay	*	
	*	
Plaintiff-Appellant,	*	
	*	Appeal from the
United States		
v.	*	District Court for the
Southern		
	*	District of Iowa
AT & T Corp.; Lucent	*	
Technologies, Inc.	*	
	*	

Submitted: April 23, 1999

Filed: July 16, 1999

Before WOLLMAN and LOKEN, Circuit Judges, and JACKSON,* District Judge.

PER CURIAM.

AT & T hired John Jay in June 1995 as a Customer Systems Engineer. At that time the collective bargaining agreement between AT & T and Local 7101 of the Communication Workers of America had expired. A new collective bargaining agreement was signed later that year and made retroactive to May 28, 1995. Article 15 of the new agreement, like the expired agreement, permitted AT & T to hire new employees at starting rates above the collectively bargained minimum rates "due to employment market conditions," provided that similarly situated incumbents in their first year of employ received equivalent adjustments. AT & T adopted a Wage Credit Policy to govern its use of this authority.

In December 1995, the union filed a grievance on Jay's behalf claiming that AT & T violated Article 15 of the collective bargaining agreement by not granting him a starting wage adjustment. On July 15, 1996, AT & T denied the grievance at Step 3 of the collectively bargained grievance process. The union did not take the grievance to arbitration, the binding remedy specified in the collective bargaining agreement.

On June 18, 1997, Jay filed this action in state court, alleging that AT & T had breached an oral promise to pay him a starting rate adjustment upon which he relied in accepting AT & T's offer of employment. AT & T removed the action to federal court. The district court[1] granted summary judgment to AT & T, concluding that removal was proper because Jay's state law claim is completely preempted by Section 301 of the Labor Management Relations Act, 29 U.S.C. Section 185, and that Jay's claim is time barred by the Section 301's six-month statute of limitations. See Del Costello v. International Brotherhood of Teamsters, 462 U.S. 151, 169-72 (1983). Jay

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*The HONORABLE CAROL E. JACKSON, United States District Judge for the Eastern District of Missouri.

[1]The HONORABLE CHARLES R. WOLLE, Chief Judge of the United States District Court for the Southern District of Iowa sitting by designation.

appeals. After careful review of the record, we affirm for the reasons stated by the district court.

Although Jay attempts to avoid federal preemption by asserting a state law claim for breach of an oral contract that was independent of the collective bargaining agreement, his prior grievance was expressly premised on the collective bargaining agreement. Moreover, the freedom of an employer to negotiate separate wage rates with employees within the bargaining unit is of intense interest to the employees' collective bargaining representative. Any claim premised on such an alleged side agreement will invariably require interpretation of the collective bargaining agreement to resolve. See Vacca v. Viacom Broadcasting of Missouri, Inc., 875 F. 2d 1337, 1342-43 (8th Cir. 1989). Finally, as the district court reasoned, Jay's claim is time-barred because the six-month federal statute of limitations begins to run when the grievance procedure is exhausted or breaks down, in this case September 13, 1996, the last day the union could have taken Jay's grievance to arbitration.

The judgment of the district court is affirmed.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT

UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT

No. 98-2799SID

John Jay,	*	
	*	
Appellant,	*	
	*	
vs.	*	Order Denying Petition for
	*	Rehearing and for Rehearing
AT & T Corp; Lucent Technologies, Inc.	*	En Banc
	*	
	*	
Appellees.	*	
	*	

The petition for rehearing en banc is denied. The petition for rehearing by the panel is also denied. Judge McMillian and Judge Beam took no part in the consideration or decision of this case.
(5128-010199)

August 31, 1999

Order Entered at the Direction of the Court:

s/Michael E. Gans

Clerk, U.S. Court of Appeals, Eighth Circuit

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

JOHN JAY,	)	
Plaintiff,	)	No. 3-97-CV-80145
vs.	)	Order
AT & T CORP. and LUCENT TECHNOLOGIES, INC.,	)	
Defendants.	)	

Dated signed and filed on December 29, 1997 in the United States District Court for the Southern District of Iowa.

On June 18, 1997, plaintiff filed suit in the Iowa District Court for Des Moines County. He asserted defendants breached his employment contract with them by failing to provide him a wage adjustment for his previous work experience. He also asserted a claim under the Iowa Wage Payment and Collection Act.

On August 15, 1997, defendants removed the suit to this court pursuant to 28 U.S.C. section 1441 (b) on the ground that there exists federal question jurisdiction. Defendants assert plaintiff's claims arise under Section 301(a) of the Labor Management Relations Act, 29 U.S.C. section 185 (a) because a collective bargaining agreement governed the terms and conditions of plaintiff's employment.

On December 19, 1997, the court held a hearing on plaintiff's motion to remand, then deemed the matter submitted for ruling. The motion is now denied.

Before plaintiff filed this suit, his union filed a grievance on his behalf, asserting that defendants had failed to properly compensate plaintiff in violation of the collective bargaining agreement. The union pursued the grievance to the third step of the grievance procedure. Granted, plaintiff makes no mention of the collective bargaining agreement in the removed petition. Nevertheless, plaintiff seeks to enforce the terms of a labor agreement and has grieved defendants' failure to provide him with a wage adjustment under the labor agreement. His claims are preempted under the doctrine of complete preemption. See Avon Corp. v. Aero Lodge No. 735,

390 U.S. 557, 560 (1968).

Plaintiff's motion to remand is denied.
IT IS SO ORDERED.
Dated this 29th day of December, 1997.

s/Charles R. Wolle
CHARLES R. WOLLE, JUDGE
UNITED STATES DISTRICT

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IN THE IOWA DISTRICT COURT FOR DES MOINES COUNTY

JOHN JAY SS#480-76-6982	)	
	)	LAW NO. LALA001080
Plaintiff,	)	
v.	)	
AT & T. CORP., and LUCENT TECHNOLOGIES, INC.	)	
Defendants.	)	

ORIGINAL NOTICE

TO THE ABOVE NAMED DEFENDANT(S)

You are hereby notified that there is now on file in the Office of the Clerk of the above Court, a PETITION AT LAW, in the above entitled action, a copy of which is attached hereto. The Plaintiff's attorneys are Margaret E. Haessler and Steven S. Hoth, whose addresses are 200 Jefferson Street, P.O. Box 982, Burlington, Iowa 52601.

You are further notified that unless, within twenty days following the service of this Original Notice on you, you file a special appearance, motion

or answer, in the Iowa District Court for Des Moines County, Iowa, at the Courthouse in Burlington, Iowa, default will be entered and judgment rendered against you by the Court.

s/ Tamara Washington, Clerk's Designee
Clerk of Above Court
Des Moines County Courthouse

NOTE:

The attorney who is expected to represent the Defendant should be promptly advised by Defendant of the service of this Original Notice.

If you require the assistance of auxiliary aids or services to participate in Court because of a disability, immediately call your District ADA Coordinator at (519) 684-6501. (If you are hearing impaired, Call Relay Iowa TTY at 1-800-735-2942.

-- o --

IN THE IOWA DISTRICT COURT IN AND FOR DES MOINES COUNTY

JOHN JAY SS#480-76-6982 Plaintiff, v. AT & T. CORP., and LUCENT TECHNOLOGIES, INC. Defendants.	)))))))))))	LAW NO. LALA001080 PETITION

Filed June 18, 1997

Plaintiff states for his cause of action:

1. At all times material to this action, Plaintiff, John Jay, was a resident of Burlington, Des Moines County, Iowa.

2. Plaintiff was hired in Des Moines County, Iowa on June 16, 1995, by AT. & T. He began working for A.T. & T. Corp., in Des Moines County,

Iowa June 19, 1995. He became an employee of Lucent Technologies, Inc. through reorganization of the companies. His employment has been continuous.

3. Plaintiff entered into employment in reliance upon representations by the representatives of A.T. & T. Corp. who hired him that he would receive a wage adjustment for previous relevant experience, both in military and in the civilian work force.

4. Plaintiff has not received a wage adjustment for previous experience at any time during his employment with A.T. & T. Corp. and Lucent Technologies, Inc.

DIVISION I (BREACH OF CONTRACT)

5. Plaintiff, John Jay, hereby realleges and incorporates paragraphs 1 through 4 above.

6. The parties were capable of contracting.

7. There was a contract between the Plaintiff and Defendant.

8. The consideration for the contract is the labor supplied by the plaintiff and the wages paid by the defendant.

9. The terms of the contract were that the defendant would receive a wage adjustment for his past relevant experience in the military and in the civilian work force.

10. The defendant has breached the contract.

11. The amount of damages defendant has caused is the difference between the amount the plaintiff has actually been paid and the amount that he should have been paid had he received the agreed upon wage adjustment.

DIVISION II (IOWA WAGE PAYMENT AND COLLECTION ACT)

12. Plaintiff, John Jay, hereby realleges and incorporates paragraphs 1 through 11 above.

13. Defendants have failed to pay all wages due plaintiff from the time that he began employment, June 19, 1995, in violation of Section 91A.3 of the Code of Iowa 1997.

14. The failure of defendants to pay all wages due plaintiff was intentional, this making the plaintiff eligible to recover all damages under Section 91A.3 of the Code of Iowa 1997.

WHEREFORE PLAINTIFF PRAYS the Court to find a judgment against the defendant in an amount that will fairly compensate him for all damages incurred by him together with interest and costs provided by law and such further relief as the Court deems just and proper.

HOTH, ELLERHOFF AND HAESSLER
LAW OFFICES

s/ Margaret E. Haessler
Margaret E. Haessler #13414
s/ Steven S. Hoth
Steven S. Hoth #2462
200 Jefferson
P.O. Box 982
Burlington, Iowa 52601
Telephone (319) 754-5000
ATTORNEYS FOR PLAINTIFF

-- o --

IN THE IOWA DISTRICT COURT FOR DES MOINES COUNTY

JOHN JAY SS#480-76-6982 Plaintiff, v. AT & T. CORP., and LUCENT TECHNOLOGIES, INC. Defendants.	)))))))))))	LAW NO. LALA001080 JURY DEMAND

Filed June 18, 1997

COMES NOW Plaintiff, John Jay and hereby demand trial by jury of all the fact issues in the above-entitled cause.

s/ Margaret E. Haessler
Margaret E. Haessler #13414
s/ Steven S. Hoth
Steven S. Hoth #2462

200 Jefferson
P.O. Box 982
Burlington, Iowa 52601
Telephone (319) 754-5000
ATTORNEYS FOR PLAINTIFF

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

JOHN JAY,	)	
	)	
Plaintiff,	)	Cause No.
3-97-CV-80145		
	)	
vs.	)	Deposition of
	)	JUDITH K. LEFLER
AT & T CORP. and	)	
LUCENT TECHNOLOGIES, INC.,	)	March 4, 1998
	)	
Defendants.	)	

APPEARANCES:

FOR THE PLAINTIFF:

Ms. Margaret E. Haessler, Attorney at Law
Hoth, Haessler & Ellerhoff Law Office
200 Jefferson Street
Burlington, Iowa 52601

FOR THE DEFENDANTS:

Ms. Jill S. Mulderink, Attorney at Law
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street
Chicago, Illinois 60603-5803

ALSO PRESENT:

Mr. John Jay, Plaintiff

Transcript of deposition proceedings held on the 4th day of March, 1998, at the office of Ms. Haessler before M. Jane Weingart, a Certified Shorthand Reporter of the State of Iowa.

M. JANE WEINGART, C.S.R. R.M.R

INDEX OF EXAMINATIONS

WITNESS:

JUDITH K. LEFLER

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INDEX OF EXHIBITS

First Referenced

(No new exhibits marked.)

Certificate of Shorthand Reporter Page 115

privately, what was done to inform John?
A. Then Greg called John and reached him at his home and told him that we would like him to come to work for us.
He also told him in that phone conversation that he was going to get him either a two or three year wage adjustment and wanted to know if that would be all right. I didn't hear John's end of the conversation, but I am assuming that John said, yes, that sounds good.
Then we agreed to meet him at Golden Corral so we could talk further about what his job responsibilities could be and about him coming to work on Monday.
Q. When was this lunch at Golden Corral, was it the same day as the phone conversation.
A. It was the same day.
Q. And do you remember what day that was?
A. That was on Friday before John started to work and so it could have been, I'd say, the 16th or 17th of June.
Q. Okay. And all three of you had lunch together. What conversations took place at that lunch regarding John's coming to work and his compensation?
A. We asked him if it would be convenient for him to start on Monday, and Greg said that he would

call him Monday morning and set up a conference call with the people in Human Resources, and we talked about the fact that he would have a company van at his disposable--or his disposal, and some of the, some of the rules and regulations involved in driving a company vehicle, and he reiterated again that he would get him a wage adjustment. I don't believe he ever talked of

the exact dollar figure or how much it would be an hour, but he mentioned again that he would get him an adjustment or, of two or three years.

Q. Now, you mentioned a conference call with Human Resources and earlier you said Human Resources usually did the interviewing that you and Greg did.

A. Yes.

Q. Can you describe what was the normal hiring process in more detail?

A. Other than--in all the other times that, that I had worked for AT & T when anyone was hired, Human Resources took the request for a person in a certain, certain area, they would do the advertising, they would set up the testing. We would never be informed of even how the testing was going, of how many people had passed the test or who was being interviewed until someone had actually been hired, and then the service manager would be given a name and the date that a new

COMMUNICATIONS WORKERS OF AMERICA
AT&T INFORMATION SYSTEMS INC.
GRIEVANCE FORM

Local Number 7101
Case Number
Dept. or Div.
City Burlington, Ia

NATURE OF GRIEVANCE: ____ 1st Step ___X___ 2nd Step (Check One)

The union objects to the company's failure to properly compensate John Jay in vilation of Article 15 of the current agreement. In addition, we charge the company with deliberate deception twice indicating to Mr. Jay the matter would be resolved. It is the union's contention Mr. Jay is entitled to the same compensation has an employee hired at a later date in Muscatine, Iowa and given provided wage credit.

E.D. Porter 12-19-9[illegible]
LOCAL UNION REP. DATE

COMPANY'S DISPOSITION, FIRST STEP:

See attached

DATE OF MEETING:

Accept (Reject) Appeal

COMPANY REPRESENTATIVE DATE:

E.D. Porter 3-1-94
LOCAL UNION REP. DATE

COMPANY'S DISPOSITION, SECOND STEP:

DATE OF MEETING:

Accept Reject (Appeal)

COMPANY REPRESENTATIVE DATE:

Gene Porter 7-18-94
LOCAL UNION REP. DATE

COMPANY'S DISPOSITION, THIRD STEP:

DATE OF MEETING:

Accept Reject Intend to Arbitrate

COMPANY REPRESENTATIVE DATE:

NATIONAL UNION REP. DATE

D004

U004

1061

BEST AVAILABLE COPY

GRIEVANCE FORM

Local Number 7101
Case Number
Dept. or Div.
City Burlington, Ia

TYPE OF GRIEVANCE: ____ 1st Step X 2nd Step (Check One)

The union objects to the company's failure to properly compensate John Jay in vilation of Article 15 of the current agreement. In addition, we charge the company with deliberate deception twice indicating to Mr. Jay the matter would be resolved. It is the union's contention Mr. Jay is entitled to the same compensation has an employee hired at a later date in Muscatine, Iowa and given provided wage credit.

E.R. [illegible] 12-19-95
LOCAL UNION REP. DATE

COMPANY'S DISPOSITION, FIRST STEP:

See attached

DATE OF MEETING:

Accept Reject Appeal

COMPANY REPRESENTATIVE DATE:

E.R. [illegible] 3-1-96
LOCAL UNION REP. DATE

COMPANY'S DISPOSITION, SECOND STEP:

Mutually Agrees to by-Pass 2nd Step

DATE OF MEETING:

Accept Reject Appeal

COMPANY REPRESENTATIVE DATE:

E.R. [illegible] 7-30-96
LOCAL UNION REP. DATE

COMPANY'S DISPOSITION, THIRD STEP:

See Attached

DATE OF MEETING:

Accept Reject Intend to Arbitrate

COMPANY REPRESENTATIVE DATE:

[illegible]

EXHIBIT 'C'

D007

U007